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G.1 CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the Government and the Contractor. The individuals cited in G.1.1 and G.1.2 will be the Government's primary points of contact during the performance of the contract. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer (CO) be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the CO.

G.1.1 Contracting Officer

All contract administration will be effected by the Contracting Officer. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in, or deviation from, the scope of work shall be effected without a supplemental agreement executed by the Contracting Officer.

This contract will be administered by:

Administrative Office to the U.S. Courts
ATTN: Larry B. Postell, Contracting Officer
Office of Internal Services
Procurement Management Division
Suite G-400
One Columbus Circle, N.E.
Washington, D.C. 20544

Telephone: (202) 502-1330
Facsimile: (202) 502-1066

Written communications shall make reference to the contract number and shall be mailed to the above address.

G.1.2 Contracting Officer's Technical Representative (COTR)

Upon award, the Contracting Officer's Technical Representative (COTR) will be responsible for coordinating the technical aspects of this contract and inspecting items/services furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.

Responsibilities of the contract COTR may include:

- a. Monitoring the Contractor's performance under the contract to ensure compliance with technical requirements of the contract.
- b. Notifying the CO immediately if performance is not proceeding satisfactorily.
- c. Ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the CO.
- d. Providing the CO a written request and justification for changes.
- e. Providing interpretations relative to the meaning of technical specifications and technical advice relative to CO approvals.

The COTR for this contract is:

Ms. Rosalie Horvath
OHRS-JBPO
One Columbus Circle, N.E., Suite 5-431
Washington, D.C. 20544

Telephone: (202) 502-1160
Facsimile: (202) 502-2877

G.2 INVOICES

- a. Invoices shall be submitted in an original and two (2) copies to the address specified on the delivery order, which will be the Administrative Office of the U.S. Courts. Invoices shall be submitted to the ordering office identified on the delivery order, on a monthly basis, in accordance with Subparagraph d. of this Section.
- b. The ordering office will certify the invoice for payment and forward the invoice to the Finance Office with a confirmed copy to the COTR specified in Clause G.1.2.

c. The office that will make the payments due under this contract (i.e., the designated payment office) will be the Administrative Office (address below):

Administrative Office of the U.S. Courts
Miscellaneous Accounts Payable Section
Accounting and Financial Systems Division
One Columbus Circle, N.E.
Washington, D.C. 20544

d. To constitute a proper invoice, the billing summary invoice must include the following information and/or attached documentation:

(1) Billing Summary Invoices

- (a) Name of the business concern and taxpayer's identification number.
- (b) Period Covered by Invoice and invoice date.
- (c) Contract number and delivery order number or other authorization for delivery of property or services.
- (d) For each CLIN, general description of property delivered or services rendered, measured unit, and associated price.
- (e) Payment terms.
- (f) Amount billed
- (g) Any credits applied.
- (h) Amount due.
- (i) Name (where practicable), title, phone number, fax number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.
- (j) Other substantiating documentation or information as required by the contract.

G.3 INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act of 1982 is not applicable to the Federal Judiciary, therefore, interest on overdue payments in accordance with the provisions of this Act and OMB Budget Circular A-125 are not applicable to the resultant contract.

G.4 DISCOUNTS FOR EARLY (PROMPT) PAYMENT

- a. Discounts for early payment will not be considered in the evaluation of offers.
- b. Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract, and discounts offered will be taken by the Government if payment is made within the discount period specified.
- c. Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.
- d. The ending date of the discount period will be determined by applying the number of calendar days specified by the Contractor, beginning with the later of:
 - (1) The date the supplies are deemed to be accepted by the Government, as determined in accordance with the terms of this contract, or;
 - (2) The date a proper invoice or voucher is received in the office specified by the Government.
- e. The date of the check issued in payment, or the date of payment by wire transfer through the Treasury Financial Communications System, shall be considered to be the date payment is made.

G.5 CREDITS

Any credits due the Government shall be applied against the Contractor's invoices with appropriate information attached.

G.6 INVOICE FOLLOW-UPS

All follow-up invoices shall be marked "*Duplicate of Original*". Contractor questions regarding payment information or check identification should be directed to the AO Accounts Payable Section (Attn: Paul Raedeke, Suite 5-300) at (202) 502-2208 or the relevant paying authority specified on the delivery order.

G.7 CONTRACTOR REPRESENTATIVE**G.7.1 Contract Administration**

- a. The Contractor's representative to be contacted for all contract administration matters:

Name:

Address:

Telephone:

- b. The Contractor's representative shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the Contractor in all contractual matters. The representative shall be able to fluently read, write, and speak the English language.

G.7.2 Contract Manager

- a. The Contractor's representative to be contacted for all service related issues:

Name:

Address:

Telephone:

- b. The Contractor's representative shall be responsible for coordination and oversight of all system use, training, and service quality requirements under this contract and shall act as the

central point of contact with the Government for all performance issues. The representative shall have full authority to act for the Contractor in performing all contract requirements. The representative shall be fluent (read, write, and speak) in the English language.

[END OF SECTION G]